

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT ("Agreement") is made between Clinton Arts Center Gallery ("Gallery") located at 127 West Michigan Avenue, Clinton, Michigan and _____ ("Consignee") located at _____.

RECITALS:

- A. Gallery wishes to sell Consignee's artwork (the "Artwork") on consignment at the Gallery.
- B. Consignee has created and rightfully owns the Artwork listed in Schedule A (the "Consigned Artwork"), and desires to sell such Artwork at and through the Gallery.

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Term of Agreement.** This Agreement shall be and continue in effect for so long as that certain **[Independent Artist Service and Rental Agreement dated _____ / Clinton Arts Center Instructor Contract dated _____]** between the parties remains in effect. This Agreement shall automatically terminate upon the termination of the **[Independent Artist Service and Rental Agreement/Clinton Arts Center Instructor Contract]** unless otherwise terminated by the parties in accordance with Section 2 below.
- 2. Termination of this Agreement.** Notwithstanding anything to the contrary set forth in this Agreement, either party may terminate this Agreement by providing the other party with not less than thirty (30) days prior written notice.
- 3. Inventory Sheet.** Consignee shall provide an inventory sheet to the Gallery categorizing, identifying, and pricing each piece of the Consigned Artwork.
- 4. Pricing.** Consignee shall determine the retail price of each piece of the Consigned Artwork, and is free to alter or change pricing at any time. The Gallery shall collect and pay sales tax on each item sold.
- 5. Payment.** Gallery and Consignee agree that the Gallery's commission shall be forty (40%) percent on the sale of the Consigned Artwork, and Gallery agrees to pay Consignee sixty (60%) percent of the monthly gross sales of the Consigned Artwork, excluding sales tax. Gallery shall pay Consignee all proceeds due Consignee within fifteen (15) days of the last day of the month in which a piece of the Consigned Artwork was sold.
- 6. State and Federal Taxes.** The Gallery will pay all federal, state and/or county taxes, and will not withhold FICA or Medicare taxes from the Consignee on all Consigned Artwork sold.

- 7. Promotion.** Gallery may display and promote the sale of the Consigned Artwork in whatever manner Gallery believes appropriate, in its sole discretion.
- 8. Transportation of Consigned Artwork.** Consignee shall be solely responsible for delivering the Consigned Artwork to the Gallery at the above address. Upon expiration or termination of this Agreement, Consignee shall be solely responsible for picking up any unsold Consigned Artwork at the Gallery at the above address. Consignee shall be solely responsible for all arrangements and shipping expenses (including, but not limited to, packing and shipping charges, insurance costs, and other handling expenses) that may be necessary throughout the duration of this Agreement. Gallery will not store nor take responsibility for any boxes and/or packing materials used to deliver Consigned Artwork. Those items must be unpacked and removed by Consignee.
- 9. Insurance.** The Gallery will not provide insurance for or on any of the Consigned Artwork and will not be responsible for theft, loss, fire or destruction of any kind to any and all Consigned Artwork, storage crates, or other related items (displays, baskets, boxes, etc.) however caused throughout the term of this Agreement.
- 10. Responsibility for Loss or Damage.** Between date of receipt and tender of the Consigned Artwork, Gallery will incur no liability for damage or loss of any of the Consigned Artwork other than those caused by Gallery's negligence. Liability of Gallery shall be limited to the amount Consignee would receive if the Consigned Artwork had been sold.
- 11. Release.** In consideration for the privilege of exhibiting the Consigned Artwork at the Gallery, Consignee hereby releases the Gallery, its officers, members, agents, contractors, and employees from any and all claims Consignee may have by reason of loss, theft, or damage to the Consigned Artwork at the Gallery or to the personal belongings of Consignee for any cause. Consignee is responsible for the proper insurance coverage.
- 12. Reproduction.** Consignee hereby grants Gallery the right to photograph any of the Consigned Artwork and use such photographs for any and all publicity and/or promotional purposes.
- 13. Abandonment.** Consignee agrees that any and all unsold Consigned Artwork remaining in Gallery's possession for no less than thirty (30) days beyond the expiration or termination of this Agreement will be considered abandoned. On the eleventh (11th) day after expiration or termination of this Agreement, Consignee shall have no further rights to abandoned artwork or payment for any abandoned artwork subsequently sold by Gallery. Gallery agrees to treat abandoned artwork as a tax-deductible donation and will submit to Consignee any standard acknowledgement of such donation as deemed appropriate through their normal business practices.
- 14. Assignment.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interest in this Agreement unless the prior written consent of the other party is obtained.
- 15. Severability.** If any provision of this Agreement shall be held invalid or unenforceable for any reasons, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provision it would be come valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. Waiver of Contractual Rights. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. Miscellaneous. All modifications, deletions and/or additions to this Agreement must be in writing, signed by both parties and attached to this Agreement. This Agreement constitutes the entire understanding between the parties hereto. This Agreement shall be governed by and in accordance with the laws of the State of Michigan.

CLINTON ARTS CENTER

By: _____

Its: **Authorized Representative**

Dated _____

I, as Consignee, have read this entire Agreement. I fully understand the obligations, duties, and rights conferred by this Agreement. I fully understand and agree to all terms in this Agreement.

By: _____

Printed _____

Date _____

SCHEDULE A
Consigned Artwork